authority is clearly that, in the absence of actual fraud, the sale is not void as against creditors if the purchaser takes possession before they attach the property. *Western Mining Supply Co.* v. *Quinn,* 40 Mont. 156, 28 L. R. A. N. S. 214. The court suggests that if the vendor retains possession, and credit is extended to him after the sale, or he mortgages or sells the property, then the rights of the first purchaser are cut off even though the other claimant does not get possession. *McIntosh* v. *Smiley,* 32 Mo. App. 125. This seems sound, the reason for the whole doctrine of conclusively presumed fraud being apparently that the neglect or fault of the buyer has misled others to their prejudice. *Crawford* v. *Ferristall,* 58 N. H. 114. The same ground was taken in *Capron* v. *Porter,* 43 Conn. 383, but this was modified by *Huebler* v. *Smith,* 62 Conn. 186, and now the Connecticut rule appears to be that the presumption of fraud is conclusive only if the second claimant has taken possession. It seems curious that, having decided in *Meade* v. *Smith, supra,* that title against third parties was not inchoate before delivery, the Connecticut court should make the question of fraud in law depend on whether the second claimant is first to obtain possession of the goods. Where one trusting in appearances has made an advance and taken a mortgage on specific goods as security, why should his rights against a prior purchaser depend on his taking possession? The cases and statutes bearing on this point may be found collected in WILLISTON, SALES, § 349 and in 24 L. R. A. N. S. 1127.

WILLS—CONSTRUCTION OF "ISSUE"—PERPETUITIES.—Testator left surviving him two sons and two daughters. He devised his real estate to one of his daughters for life, and at her death to go to her children, and in the event of failure of issue of the daughter "before or after her death" the property was to go over to the testator's other children. The daughter died leaving one child. *Held,* that the word "issue" was used in the sense of heirs and meant indefinite failure of issue; that after the death of the daughter her child took an absolute fee, and the limitation over to the testator's other children was void as creating a perpetuity. *Miller* v. *Miller,* (Ky. 1913) 152 S. W. 542.

The word "issue" is ambiguous and has caused the courts much trouble. It may embrace all the lineal descendants of any degree, or it may mean the first generation only. In its technical legal sense and when not restrained by the context, it comprehends objects of every degree. 2 BIGELOW'S JARMAN, WILLS (5 Am. Ed.) 101; ROOD, WILLS, § 445; *Jackson* v. *Jackson,* 153 Mass. 374, 2 L. R. A. 305. The court in the principal case pointed out that it could scarcely have been used to mean children, for the use of the words "after her death" precluded such an idea. The estate created in the principal case was what would have been an estate tail at the common law, and this by the Kentucky statute (§ 2343) has been converted into a fee simple. Notwithstanding the provision of this statute, so far as appears the rule in Shelley's Case has never been introduced into Kentucky. *Turman* v. *White's Heirs,* 53 Ky. 450; *Stephenson* v. *Hagan,* 54 Ky. 282. At the common law a remainder limited to take effect immediately on the determination of an

estate tail like the limitation in the principal case, was not within the prohibition of the rule against perpetuities, for the reason that the tenant in tail in possession could bar all the future entails, and also the remainder-man, by suffering a recovery, and in this way could get an indefeasible estate in fee simple himself. *Goodwin* v. *Clark,* I Lev. 35; *Nicolls* v. *Sheffield,* 2 Bro. C. C. 215; GRAY, PERPETUITIES, § 447. The principal case is supported by *Marshall* v. *Walker,* 26 Ky. Law Rep. 199, 80 S. W. 1132; *Watkins* v. *Pfeiffer,* 29 Ky. Law Rep. 97; and *Edwards* v. *Walesby,* 30 Ky. Law Rep. 251.

WILLS—CONSTRUCTION OF "UNMARRIED."—Testator bequeathed five hundred dollars to each daughter upon her marriage, and at the death of his wife, if she survived him, a trustee should pay the net income of his remaining estate to such of the testator's daughters as should be unmarried, as long as they remained unmarried. *Held,* that a daughter who had been married but was now a widow did not answer the description "unmarried." *Russell* v. *Lilly* (Mass. 1913) 100 N. E. 668.

Ever since *Goshawke* v. *Chiggel,* Cro. Car. 154, it has been stated that the primary meaning of the word is "never having been married." *Framlingham* v. *Brand,* 3 Atk. 390; *Bell* v. *Phyn,* 7 Ves. Jr. 458, and see *In re Bacon's Estate,* 140 Wis. 589 (but cf. *Moyer* v. *Koontz,* 103 Wis. 221, where it is held that a divorced woman is unmarried). "Some rather nice distinctions have arisen from the word," WOOD, L. J., says in *Halton* v. *Foster,* 3 Ch. D. 505, 37 L. J. Ch. 547, and the practice seems to have been to construe it as either "never having been married," or "not married at the time," whichever has best suited the circumstances. In the Poor Law Act of 3 Wm. & M. c. 11, it means "not married at the time," *Maberly* v. *Strode,* 3 Ves. 450; and the same where a devise over is made to depend upon the contingency that a life tenant die under age unmarried, and without issue. *Doe* v. *Cooke,* 7 East 269; *Doe* v. *Rawding,* 2 B. & A. 441; but see *Frail* v. *Carstairs,* 187 Ill. 310, 58 N. E. 401. And so in statutes providing for the revocation of wills of an "unmarried person" by marriage; *Matter of Kaufman,* 131 N. Y. 620; *Vail* v. *Lindsey,* 67 Ind. 528; *Morgan* v. *Ireland,* 1 Ida. 786; and frequently in marriage settlements, *Re Norman's Trust,* 3 De G., M. & G. 965; *Pratt* v. *Matthew,* 22 Beav. 328; *Clarke* v. *Colls,* 9 H. L. Cases 601. But a widow is not "unmarried" within the meaning of a statute allowing her father to bring action for seduction. *Kirk* v. *Long,* 7 U. C. C. P. 363, not in a criminal suit where she is the prosecuting witness, *Jennings* v. *Commonwealth,* 109 Va. 821, 63 S. E. 1080. And when "unmarried" describes a class which shall take under a clause in a will, it generally means, "never having been married," *In re Saunders,* 3 Kay & J. 156; *Re Sargent,* L. R. 26 Ch. D. 493; *Muller* v. *Balke,* 167 Ill. 150; but it depends upon circumstances, *In re Conway's Estate,* 181 Pa. St. 156; *In re Oakley,* 171 N. Y. 652; *Anderson* v. *McGee,* (Tex.) 130 S. W. 1040.

WILLS—EXTRINSIC EVIDENCE.—Testatrix directed that her deposits in three banks, naming them, constitute a fund for the payment of certain legacies; but it was found that she had no deposit in one of the banks named.